

**Kirkland Tourism  
Request for Qualifications  
Marketing Consultant  
Job # 03-10-CM**

The City of Kirkland Tourism program seeks a marketing consultant to support and enhance the work of the Tourism Team by providing marketing expertise and assistance.

## **I. BACKGROUND**

The City of Kirkland's Tourism program is funded by Lodging Taxes and overseen by the Lodging Tax Advisory Board (LTAC). It is managed by the City's Economic Development Manager, located in the City Manager's Office. The Tourism Team consists of three part-time staff that comprise a .6 FTE. The primary goal of Kirkland's Tourism Program is to attract visitors that will stay in Kirkland's lodging establishments. It does this by:

- Marketing Kirkland as a destination by developing targeted marketing and ad materials
- Building a program infrastructure (e.g. website, marketing collateral)
- Developing tourism resources and partners through a monthly networking meeting
- Developing and distributing visitor guides, maps, and general information
- Developing and distributing monthly electronic and quarterly hard copy event guides
- Promoting what is unique about Kirkland
- Supporting events that draw overnight stays

The primary markets (regional/national) for the City of Kirkland's Tourism Program include:

1. Visitors (e.g. tourists—including day and overnight visitors, and corporate business travelers)
2. Professional Planners (e.g. meeting, wedding, and travel)
3. Media (e.g. business, travel, lifestyle, and wedding)

A recent branding study concluded that the biggest draw for visitors to Kirkland is the waterfront. It recommends a new brand that the Tourism Team will incorporate into newly developed visitor materials and a new website in 2010.

The major initiatives for the Tourism Team this coming year are:

- Redeveloping and designing a new explorekirkland.com website using the new branding palette and theme.
- Enhancing the monthly networking meetings of local tourism stakeholders to draw a larger audience and provide attendees with valuable information, networking opportunities and leadership on destination marketing.
- Reviewing the relevancy of current marketing collateral and determining what material should be redesigned with new branding theme.
- Raising the profile of Kirkland as a destination through advertising and editorial opportunities.

## **II. PROJECT SCOPE**

### **1. ADVERTISING:**

- Advertising Consultation—Prepare a guidance document (list) to assist the Tourism Team in evaluating and responding to advertising opportunities, the most effective distribution of marketing collateral, and other advertising questions that may arise.

- Cross Promotion—Expand the City’s database of relevant contacts for promotional and editorial communication and include local and regional contacts for distribution of marketing collateral and event information.

## **2. PROMOTION/PUBLIC RELATIONS:**

- Quarterly articles—Research and write editorials to be utilized for search engine optimization and possible coverage (local/regional) for magazines, papers, blogs, and social media outlets. Include itineraries of things to do in Kirkland for short- and long-term stays.
- Monthly Calendar of Events—research information on local events that would appeal to a visitor, and compile those with online event submissions to [explorekirkland.com](http://explorekirkland.com) to :
  1. Create a quarterly printed Kirkland Events Guide highlighting featured events (to be printed “in-house”)
  2. Compile a monthly electronic event guide to include a downloadable “hot sheet”
  3. Note: Other promotional opportunities will include Social media (e.g. Twitter, Facebook) or online calendar listings of featured events

## **3. NETWORKING:**

- **Kirkland Networking Group (Internal Audience)**  
Assist with monthly Tourism Networking meetings (3<sup>rd</sup> Friday of month from 8:00-9:30 a.m.):
  1. Attend all networking meetings to provide input and a marketing perspective on the monthly topic.
  2. Provide semi-annual educational trainings to help businesses promote their events, services, etc. Topics to be determined in collaboration with the Tourism Team.

## **4. ADMINISTRATION:**

- Attend a monthly staff meeting with City Tourism Team to strategize and plan for coordinated tourism effort.
- Contribute to monthly Tourism Dashboard by documenting and reporting monthly work product (including examples and quantifiable data) with invoice submittal.

## **III. CONTRACT**

Consultant and the City will execute a standard City of Kirkland Professional Services Agreement (Attachment A) for March through December of 2010.

## **IV. BUDGET**

\$15,000-\$20,000

## **V. TIMELINE**

Proposals are due in the office of the City’s Purchasing Agent by 4:00 pm, PST, February 12, 2010. Proposals may be submitted in Word or PDF format by e-mail to [bscott@ci.kirkland.wa.us](mailto:bscott@ci.kirkland.wa.us). (Do not submit proposals as a Zip file.), or mailed or delivered to:

City of Kirkland  
Attn: Purchasing Agent, Job # 03-10-CM  
123 5<sup>th</sup> Avenue  
Kirkland, WA 98033

Tourism Team will evaluate all qualifications submitted, and select based on qualifications those to be interviewed. At the interview, Tourism Team will request a scope of work including anticipated hours and hourly rate for each task. Interviews to be scheduled February 18-23.

## **VI. SUBMISSION REQUIREMENTS**

Please include with each submission:

- Qualifications
- Examples of relevant projects
- References (Minimum of 3))

## **VII. SELECTION CRITERIA**

Selection criteria may include, but not be limited to, the following:

- The City of Kirkland reserves the right to accept the proposal it considers most qualified and serves in the City's best interest.
- Successful, demonstrated experience in developing and implementing tourism marketing/advertising plans.
- Ability to effectively communicate with a cross section of Kirkland businesses and effectively implement the program goals and objectives.
- Approach to completing the required tasks.
- Organization/communication skills.

## **VIII. QUESTIONS**

Questions regarding the scope of work may be directed to Julie Huffman, Special Projects Coordinator, at [jhuffman@ci.kirkland.wa.us](mailto:jhuffman@ci.kirkland.wa.us), or 425-587-3012.



## PROFESSIONAL SERVICES AGREEMENT

The City of Kirkland, Washington, a municipal corporation (hereinafter the "City") and \_\_\_\_\_, whose address is \_\_\_\_\_ (hereinafter the "consultant"), agree and contract as follows:

### I. SERVICES BY CONSULTANT

- A. The Consultant agrees to perform the services described in Attachment \_\_\_\_ to this Agreement, which attachment is incorporated herein by reference.
- B. All services, and all duties incidental or necessary thereto, shall be conducted and performed diligently and completely and in accordance with professional standards of conduct and performance.

### II. COMPENSATION

- A. The total compensation to be paid to Consultant for these services shall not exceed \$\_\_\_\_\_, as detailed in Attachment \_\_\_\_\_.
- B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all work performed under this Agreement and supporting documents hereto as well as all subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall be paid monthly on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.
- D. The City shall have the right to withhold payment to Consultant for any work not completed in a satisfactory manner until such time as consultant modifies such work to the satisfaction of the City.
- E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 45 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

### III. TERMINATION OF AGREEMENT

The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, by giving ten (10) days notice to Consultant in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates prior to completion without cause, consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on the project prior to the date of suspension or termination, not to exceed the payment ceiling set forth above.

#### **IV. OWNERSHIP OF WORK PRODUCT**

- A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this contract or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the City.

The City acknowledges the Consultant's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the City upon completion of the work. The City agrees to hold harmless and indemnify consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.

- B. Methodology, materials, software, logic, and systems developed under this contract are the property of the consultant and the City, and may be used as either the consultant or the City sees fit, including the right to revise or publish the same without limitation.

#### **V. GENERAL ADMINISTRATION AND MANAGEMENT**

The \_\_\_\_\_ for the City of Kirkland shall review and approve the Consultant's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Consultant, and shall coordinate all communications with the Consultant from the City.

#### **VI. COMPLETION DATE**

The estimated completion date for the consultant's performance of the services specified in Section I is \_\_\_\_\_.

Consultant will diligently proceed with the work contracted for, but consultant shall not be held responsible for delays occasioned by factors beyond its control which could not reasonably have been foreseen at the time of the execution of this Agreement. If such a delay arises, Consultant shall forthwith notify the City.

#### **VII. SUCCESSORS AND ASSIGNS**

The Consultant shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without prior written consent of the City.

#### **VIII. NONDISCRIMINATION**

Contractor shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

**IX. HOLD HARMLESS/INDEMNIFICATION**

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

**X. LIABILITY INSURANCE COVERAGE**

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

**A. Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

**B. Minimum Amounts of Insurance**

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit

**C. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

**D. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

**E. Verification of Coverage**

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

**F. Claims-made Coverage**

Any policy of required insurance written on a claims-made basis shall provide coverage as to all claims arising out of the services performed under the contract and filed within three (3) years following completion of the services so to be performed.

**XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE**

The Consultant shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Contractor must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

**XII. FUTURE SUPPORT**

The City makes no commitment and assumes no obligations for the support of Consultant activities except as set forth in this Agreement.

**XIII. INDEPENDENT CONTRACTOR**

Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that he is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him as a result of his status as an independent contractor. The Consultant is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance or unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant, or any employee of consultant.

**XIV. EXTENT OF AGREEMENT/MODIFICATION**

This Agreement, together with all attachments and addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties hereto.

**XV. ADDITIONAL WORK**

The City may desire to have the Consultant perform work or render services in connection with the project other than provided for by the express intent of this contract. Any such work or services shall be considered as additional work, supplemental to this contract. Such work may include, but shall not be limited to,

\_\_\_\_\_  
Additional work shall not proceed unless so authorized in writing by the City.

Authorized additional work will be compensated for in accordance with a written supplemental contract between the Consultant and the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

CONSULTANT:

CITY OF KIRKLAND:

By: \_\_\_\_\_

By: \_\_\_\_\_  
David Ramsay, City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Kirkland City Attorney

Date: \_\_\_\_\_